

## RENEWABLE NATURAL GAS SUPPLY AGREEMENT

This Renewable Natural Gas Supply Agreement (the "Agreement") is made as of the 28th day of July, 2021 (the "Effective Date") by and between U.S. Gain, a division of U.S. Venture, Inc., a Wisconsin corporation, with its principal place of business located at 425 Better Way, Appleton, Wisconsin 54915 ("U.S. Gain") and the County Sanitation District No. 2 of Los Angeles County, a county sanitation district organized and operating pursuant to the County Sanitation District Act, Health and Safety Code Section 4700, et seq. ("District"). The District and U.S. Gain are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. DISTRICT: (i.e., full legal name and state of incorporation/organization): County Sanitation District No. 2 of Los Angeles County, California, a public agency
2. DISTRICT'S REPRESENTATIVE AND NOTICE ADDRESS: Attn: William Chen, Supervising Engineer  
County Sanitation District No. 2 of Los Angeles County  
1955 Workman Mill Road  
Whittier, CA 90601  
Phone: (562) 908-4288, ext. 2431  
E-mail: [energyrecovery-supervisor@lacsdc.org](mailto:energyrecovery-supervisor@lacsdc.org)
3. DISTRICT STATIONS: District's CNG stations located at:  
  
San Gabriel Valley/West Covina Yard ("SGV")  
1927 West San Bernardino Road  
West Covina, CA 91790  
  
Compton Yard  
920 Alameda Street East  
Compton, CA 90221
4. COMMENCEMENT: U.S. Gain shall provide written notice to District indicating that U.S. Gain is prepared to supply to each District Station renewable natural gas ("RNG") that is capable of generating RNG LCFS Credits and identifying the documentation District is required to provide (the "Registration Documentation") to complete the registration of the District Stations as set forth in Section 7 below. The commencement date of each District Station shall be the first day of the month following the 30th day after U.S. Gain receives from District all Registration Documentation applicable to such District Station (the "Station Commencement Date"). U.S. Gain will in good faith use its best efforts to supply RNG to the District Stations by no later than the first anniversary of the Effective Date.
5. TERM: Unless terminated earlier in accordance with this Agreement, the initial term of the Agreement shall begin on the earliest Station Commencement Date and end on the third (3rd) anniversary of the latest Station Commencement Date (the "Initial Term"). The Initial Term shall be followed by two successive one-year renewal terms (each a "Renewal Term"), unless written notice is delivered by either Party to the other at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term designating the termination of this Agreement as of the end of the Initial Term or then-current Renewal Term. The Initial Term and any Renewal Term shall collectively be referred to in this Agreement as the "Term."
6. CAPACITY:  
6.1 Maximum Station Capacity. The maximum daily quantity of compressed natural gas capacity at the District Stations is 108 MMBtus for SGV and 115 MMBtus for Compton Yard.  
6.2 Guaranteed Capacity. Subject to Section 4, during the Term of this Agreement, District shall designate through displacement or exchange to and for the sole benefit of U.S. Gain One Hundred Percent (100%) of the GGEs of compressed natural gas capacity at the District Stations that will be used in a transportation application (the "Guaranteed Capacity").  
6.3 Quarterly Utilized Capacity. Subject to Section 4, U.S. Gain shall provide written notice (a "Quarterly Capacity Notice") to District on or before the fifteenth (15th) day of each calendar quarter beginning with the first calendar quarter immediately following the Commencement Date and continuing quarterly thereafter. The Quarterly Capacity Notice will identify the actual quantity of GGEs of compressed natural gas capacity for which U.S. Gain requires an Affidavit with respect to the immediately preceding calendar quarter (the "Quarterly Utilized Capacity"). To account for the natural gas consumed by the District's GoFlo® CNG80 Natural Gas Compressor attached to the Compton Yard meter, the Quarterly Utilized Capacity for Compton Yard shall equal the total volume of natural gas delivered to the inlet meter less twelve percent (12%). Each Quarterly Capacity Notice will instruct District to deliver an Affidavit to U.S. Gain in accordance with Section 7.3 specifically identifying the Quarterly Utilized Capacity designated to and for the sole benefit of U.S. Gain.
7. REGULATORY CREDITS: 7.1 Registration/Generation of RINS: Affidavits. To the extent the Plant(s) is eligible to generate, or required to generate, RINs pursuant to the RFS Program, U.S. Gain shall register or generate such RINs. The Parties acknowledge and agree that in order for U.S. Gain to register or generate RINs, a RIN pathway must be obtained pursuant to the RFS Program. To obtain such RIN pathway, District shall cooperate with U.S. Gain by taking any commercially reasonable action and delivering to U.S. Gain all commercially reasonable documentation necessary to satisfy the EPA's requirement to register or generate such RINs, including without limitation the Affidavits as required by Section 7.3. By doing so, District will be effectively designating such amount of capacity to U.S. Gain's account pursuant to the RFS Program, and the RINs will be generated based on the amount of such designation. District

covenants and agrees that it will not take any action for any third party, or deliver any documentation to any third party, for the purpose of satisfying the EPA's requirements related to the registration or generation of RINs for the District Stations.

7.2 Registration/Generation of LCFS Credits; Affidavits. To the extent the Plant(s) is eligible to generate, or required to generate, LCFS Credits pursuant to the LCFS, U.S. Gain shall register or generate such LCFS Credits. The Parties acknowledge and agree that in order for U.S. Gain to register or generate LCFS Credits, a pathway must be registered with CARB pursuant to the LCFS. To obtain such LCFS pathway, District shall cooperate with U.S. Gain by taking any commercially reasonable action and delivering to U.S. Gain all commercially reasonable documentation necessary to satisfy CARB's requirement to register or generate such LCFS Credits, including without limitation the Affidavits as required by Section 7.3. By doing so, District will be effectively designating such amount of capacity to U.S. Gain's account pursuant to the LCFS, and the LCFS Credits will be generated based on the amount of such designation. District covenants and agrees that it will not take any action for any third party, or deliver any documentation to any third party, for the purpose of satisfying CARB's requirements related to the registration or generation of LCFS Credits for the District Stations.

7.3 Delivery of Utility Invoices and Affidavits. On the 10th day of the calendar month following the Commencement Date and on or before the 10th day of each month thereafter for the remainder of the Term, District will provide to U.S. Gain copies of the Utility Invoices provided by the supplying utility, or any other dispensing data reasonably requested by U.S. Gain, showing the volume of natural gas consumed at the District Stations (the "Utility Data"). (For the avoidance of doubt, the District will continue to receive natural gas from its supplying utility and will remain wholly responsible for payment of its Utility Invoices. U.S. Gain's supply of RNG to the District Stations occurs through pipeline displacement as opposed to actual transportation and balancing). U.S. Gain will use such information to provide draft Affidavits to District for execution. Within 10 days of receiving the draft Affidavits, District shall deliver to U.S. Gain the executed Affidavits.

8. MONETIZATION AND  
PAYMENT OF LCFS  
CREDITS AND D3 RINS:

8.1 Brown Gas LCFS Credits. For the volume of CNG dispensed in a calendar quarter and used in a transportation application, U.S. Gain shall pay to District 100% of the daily average OPIS Index price for "Brown Gas LCFS Credits" (the "Brown Gas Proceeds"). For reporting purposes with CARB, all Product volume consumed at the District Stations will be designated as heavy-duty vehicle fuel application. The number of Brown Gas LCFS Credits generated from the CNG dispensed at the District Stations is subject to change and shall be determined by CARB and pursuant to the applicable pathway to the District Stations. Until such time as CARB has assigned a specific pathway to the District Stations, the value of the Brown Gas LCFS Credits will be calculated based on the then-current Table 7-1 of the LCFS Regulation titled Lookup Table for Gasoline and Diesel and Fuels that Substitute for Gasoline and Diesel, categorized as Compressed Natural Gas with a Fuel Pathway Description of "Compressed Natural Gas from Pipeline Average North American Fossil Natural Gas." Provided that District timely delivers to U.S. Gain the required Utility Data and Affidavits, the Brown Gas Proceeds shall be paid to District via ACH or another agreed method on a quarterly basis on the later of forty-five (45) days following the end of the month in which the Brown Gas LCFS Credits were generated and approved by CARB for the CNG dispensed in a given calendar quarter or ten (10) days following the monetization of the Brown Gas LCFS Credits by U.S. Gain.

8.2 RNG LCFS Credits. For the volume of CNG dispensed in a calendar quarter and used in a transportation application, U.S. Gain shall pay to District 4% of the daily average OPIS Index price for "RNG LCFS Credits" (incremental over the Brown Gas LCFS Credits) (midpoint) for the quarter in which the CNG is dispensed (the "RNG Proceeds"). The number of RNG LCFS Credits generated from the CNG dispensed at the District Stations will be calculated based on a CI Score of -150 gCO<sub>2</sub>e/MJ. Provided that District timely delivers to U.S. Gain the required Utility Data and Affidavits, the RNG Proceeds shall be paid to District via ACH or another agreed method on a quarterly basis on the later of forty-five (45) days following the end of the month in which the RNG LCFS Credits were generated and approved by CARB for the CNG dispensed in a given calendar quarter or ten (10) days following the monetization of the RNG LCFS Credits by U.S. Gain.

8.3 D3 RINs. For the D3 RINs generated from the volume of CNG dispensed in a calendar month at the District Stations and used in a transportation application, U.S. Gain shall pay to Customer 2% of the daily average OPIS Index midpoint price for D3 RINs for the month following the month of dispensing (the "RIN Share"). Provided that District timely delivers to U.S. Gain the required Utility Data and Affidavits, the RIN Share shall be paid to District via ACH or another agreed method on a quarterly basis within forty-five (45) days following U.S. Gain's receipt of the executed Affidavits.

9. U.S. GAIN'S NOTICE  
ADDRESS:

U.S. Venture, Inc.  
Attn: Elyse Mollner Stackhouse  
425 Better Way  
Appleton, WI 54915  
Fax: (920) 243-5739  
Email: [estackhouse@usventure.com](mailto:estackhouse@usventure.com)

10. ADDENDUM (incorporated by  
reference):

A - *Standard Terms and Conditions*  
B - *Definitions*  
C - *Form Affidavit*

**Signatures on following page.**

IN WITNESS WHEREOF, U.S. Gain and Customer have executed and delivered or caused their authorized representatives to execute and deliver this Agreement as of the date first above written.

U.S. GAIN, a division of  
U.S. VENTURE, INC.

By: \_\_\_\_\_  
Name: Elyse Mollner Stackhouse  
As Its: Secretary



COUNTY SANITATION NO. 2 OF LOS ANGELES COUNTY

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print name)

As Its: \_\_\_\_\_  
(title)

ATTEST:

By: \_\_\_\_\_  
Secretary to the Board

APPROVED AS TO FORM:  
LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By: \_\_\_\_\_  
District Counsel

**ADDENDUM A**  
**STANDARD TERMS AND CONDITIONS**

1. PURPOSE. To enable U.S. Gain to register or generate RINs pursuant to the RFS Program and LCFS Credits pursuant to LCFS in connection with the Plant(s) (as hereinafter defined), U.S. Gain desires for District to designate through displacement or exchange, and District desires to so designate to U.S. Gain, a specific amount of compressed natural gas capacity at District Stations that will be used in a transportation application in accordance with the terms and conditions set forth in this Agreement.

2. TERMINATION RIGHT.

(a) If, at any time after the Commencement Date, U.S. Gain receives notice from CARB indicating that the Affidavits or any other documentation provided by District pursuant to Section 7 of the Agreement does not satisfy all of the requirements to register or generate the LCFS Credits pursuant to the LCFS, then upon 30 days' written notice to District and opportunity to cure, U.S. Gain may, in its sole and absolute discretion, immediately terminate this Agreement.

(b) U.S. Gain may terminate this Agreement immediately by written notice to District, at its sole discretion, upon the occurrence of one or any of the following: (i) the LCFS regulations prevent the generation of LCFS Credits for Cellulosic Biofuel from gas derived from the Plant(s); or (ii) the LCFS is repealed or otherwise invalidated, modified or supplemented in any respect through legislative, executive, administrative or judicial process or otherwise.

(c) Notwithstanding Section 5 of the Agreement and Section 4 of this Addendum A and after the first anniversary of the earliest Station Commencement Date, the District may, in its sole discretion, terminate this Agreement by delivering a minimum 180-day advance written notice of termination to U.S. Gain.

3. REPRESENTATIONS AND WARRANTIES

(a) General. On the Effective Date of this Agreement and throughout the Term of this Agreement, each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (ii) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other organizational action on its part and do not violate or conflict with any law applicable to it, its organizational documents, or any order or judgement of a court or other agency of government applicable to it or its assets; (iii) the execution, delivery, and performance of this Agreement do not violate, conflict with or breach any agreement or contract to which it is bound and (iv) its obligations under this Agreement are legally valid and binding obligations, enforceable in accordance with their terms.

(b) District Representations and Warranties. On the Effective Date of this Agreement and throughout the Term of this Agreement, the District represents and warrants to U.S. Gain that: (i) it owns the District Stations or has full authority to execute legal agreements for District Stations; (ii) it or its designee operates the District Stations; (iii) it or its designee performs all maintenance on the CNG equipment used at the District Stations; and (iv) it has not given approval to its designee to generate or register RINs or LCFS Credits at the District Stations. If at any time during the Term District uses a designee to operate and/or maintain the District Stations, District will give written notice to such designee, mailed by certified mail, postage prepaid, return receipt requested, with a copy to U.S. Gain, that District is or will be registering RINs and LCFS Credits at the District Stations. If District has reason to believe its designee has registered or intends to register RINs and/or LCFS Credits at the District Stations, District will promptly notify U.S. Gain.

4. EVENTS OF DEFAULT; REMEDIES.

(a) Events of Default. An "Event of Default" means, with respect to a Party (the "Defaulting Party"), the occurrence of any of the following:

(i) The failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) days after receipt of written notice;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;

(iii) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default), if such failure is not remedied within ten (10) days after written notice of such failure to perform has been delivered to the Defaulting Party by the Non-Defaulting Party;

(iv) such Party becomes the subject of a Bankruptcy Proceeding;

(v) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.

(b) Remedies. For so long as an Event of Default has occurred and is continuing, the other Party (the "Non-Defaulting Party") shall have the right, in its sole and absolute discretion and upon written notice to the Defaulting Party, to (i) designate a day (by providing the Defaulting Party with written notice thereof), which such day shall be within 21 days after the delivery of such notice, upon which the Non-Defaulting Party will accelerate all amounts owing between the Parties through such day and terminate and liquidate this Agreement (as provided below); (ii) withhold payments due to the Defaulting Party under this Agreement; and/or (iii) suspend performance under this Agreement (provided, however, that in no event shall any such withholding of payment or suspension of performance continue for longer than ten (10) days unless the Non-Defaulting Party shall have already delivered the written notice contemplated in Section 4(b)(i) above concerning termination and liquidation of the Agreement). If the Non-Defaulting Party chooses to liquidate and terminate this Agreement, the Non-Defaulting Party shall calculate the Termination Payment in its sole discretion and deliver to the Defaulting Party a written notice of the Termination Payment and by which Party it is owed. The Termination Payment shall be due from the Party that owes such payment within five (5) days after the Non-Defaulting Party's receipt of such notice.

(c) Setoff. Upon the termination of this Agreement pursuant to this Section 4, the Non-Defaulting Party may, at its option and in its sole discretion, setoff (including by setoff, offset, combination of accounts, deduction, retention, counterclaim or withholding), against any amounts owed to the Defaulting Party by the Non-Defaulting Party under this Agreement or any other agreement between the Parties, any amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement or any other agreement between the Parties. The obligations of each of the Parties under this Agreement in respect of such amounts shall be deemed satisfied and discharged to the extent of any such setoff. The Non-Defaulting Party shall deliver to the Defaulting Party written notice of any such setoff; provided, however, that failure to give such notice shall not affect the validity of the setoff. Nothing herein shall be effective to create a charge or other security interest. This setoff provision shall be in addition to but without duplication of, and not in limitation of, any other right or remedy available to the Non-Defaulting Party (including, without limitation, any right of setoff, offset, combination of accounts, deduction, counterclaim, retention or withholding), whether arising under this Agreement, any other agreement, under applicable law, in equity, or otherwise.

5. INDEMNIFICATION.

(a) Indemnification of U.S. Gain. The District, for itself and its successors and assigns, shall indemnify, defend, and hold U.S. Gain and its Affiliates and their respective officers, managers, members, employees, and agents (collectively the "U.S. Gain Indemnitees") from and against, and hold each U.S. Gain Indemnitee harmless from any and all claims, actions, liabilities, damages, losses and expenses (including investigative expenses and reasonable attorney's fees incurred in litigation or because of threatened litigation) ("Claims") incurred by any U.S. Gain Indemnitee, resulting from or arising out of (i) any inaccuracy or breach of any representation or warranty made by District in this Agreement or (ii) the non-fulfillment or breach of any agreement or covenant made by District in or pursuant to this Agreement, except to the extent that any such Claim is the result of or arises from the negligence or

willful misconduct of or the willful violation of applicable law by one or more U.S. Gain Indemnitees.

(b) Indemnification of District. U.S. Gain, for itself and its successors and assigns, shall indemnify, defend, and hold the District and its officers, managers, members, employees, and agents (collectively the "District Indemnitees") from and against, and hold each District Indemnitee harmless from any and all Claims incurred by any District Indemnitee, resulting from or arising out of (i) any inaccuracy or breach of any representation or warranty made by U.S. Gain in this Agreement or (ii) the non-fulfillment or breach of any agreement or covenant made by U.S. Gain in or pursuant to this Agreement, except to the extent that any such Claim is the result of or arises from the negligence or willful misconduct of or the willful violation of applicable law by one or more District Indemnitees.

6. LIMITATION OF LIABILITY. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED HEREIN, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

7. NOTICES. Except as herein otherwise provided, each notice, request, demand, statement, report, and invoice which must or may be given pursuant hereto will be in writing and may be (a) mailed by certified mail, postage prepaid, return receipt requested, or by overnight mail or courier, (b) delivered by hand, or (c) sent by (i) facsimile or (ii) email to the address, number, or email address listed in the Agreement. Either party may by like notice at any time and from time to time designate a different address to which notices shall be sent. Notices provided by certified mail, postage prepaid, return receipt requested, or by overnight mail or courier, shall be deemed to have been received on the date noted as delivered on the receipt or tracking registry, as applicable. Notices hand delivered shall be deemed delivered by the close of the Business Day on which it was hand delivered. Notices provided by facsimile shall be deemed to have been received upon the sending Party's receipt of its facsimile machine's confirmation of a successful transmission. Notice provided by email shall be deemed to have been received on the date that such transmission has been successfully completed as shown on the email confirmation records maintained by the sending Party. If the day on which such facsimile or email is received is not a Business Day or is after 5:00 p.m. Central Prevailing Time on a Business Day, then such facsimile or email shall be deemed to have been received on the next following Business Day.

8. RECORDS; AUDIT. U.S. Gain and District will establish and maintain at all times, true and accurate books, records and accounts in accordance with generally accepted accounting principles applied consistently from year to year consistent with good industry practices and law, distinguishable from all other books and records, in respect of all transactions undertaken by such Party pursuant to this Agreement. During normal business hours, each Party shall have the right to audit such books, records and accounts of the other

Party in respect of all transactions undertaken pursuant to this Agreement once per Term Quarter at the end of such Term Quarter or at any time upon the occurrence of an Event of Default by such other Party. If any error is discovered in any statement or invoice rendered hereunder, such error will be adjusted within seven (7) days from the date of discovery, but no adjustment will be made for any error discovered more than six months after delivery and receipt of such statements. If a material difference from a statement rendered under this Agreement by any Party is discovered by any audit, the Party which rendered such statement will pay the costs of such audit. If no such material difference appears, the Party requesting the audit of such statement will pay such costs.

9. ASSIGNMENT. Neither Party may assign this Agreement or any of its rights, duties or obligations hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

10. INUREMENT. This Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

11. DOCUMENTS. Each Party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

12. CUMULATIVE REMEDIES. Unless otherwise specifically provided herein, the rights, powers, and remedies of each Party provided herein are cumulative and the exercise of any right, power or remedy hereunder does not affect any other right power or remedy that may be available to either Party hereunder or otherwise at law or in equity.

13. CONFIDENTIALITY. During the Term of this Agreement, the Parties may furnish to each other information of a confidential and proprietary nature. The Party furnishing the proprietary information shall have the exclusive right and interest in and to such proprietary information and the goodwill associated therewith. The Party receiving such information shall maintain its confidentiality for five (5) years after the date of this Agreement. The following information shall not be considered confidential or proprietary information hereunder: (a) information that, at the time of disclosure, is part of public knowledge or literature; (b) information that is or becomes available to the public from a source other than the Party to whom the information was disclosed, or any of its employees, agents, officers, or directors; (c) information released by one Party to the other with the express written statement that it is for the purpose of public disclosure; (d) information known to the receiving Party prior to its receipt of the information; and, (e) information lawfully obtained from a third party, that did not unlawfully obtain the information from either Party. Such confidentiality obligations will not be interpreted or construed to prohibit any disclosure required by applicable law, including without limitation California's Public Records Act (PRA). In the event of a PRA request to the Districts, the Districts will furnish U.S. Gain with prompt written notice of such request so that U.S. Gain may attempt to establish that the information is exempt from public disclosure under applicable law, seek an appropriate protective order or other remedy, or waive its claim of confidentiality. U.S. Gain shall be solely responsible for associated legal costs including attorney fees. The Districts provide no representations or warranties regarding the Districts' ability to prevent the disclosure of the confidential information under the PRA or as otherwise required by law.

14. GOVERNING LAW; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed according to the laws of the State of California, excluding any conflict of laws provisions that would result in the application of the laws of another jurisdiction. The Parties agree that the United States District Court and the Courts of California sitting in Los Angeles County, California shall have exclusive jurisdiction to hear and determine any action on a controversy on or under this Agreement, including any action for injunctive relief and for specific performance and other equitable relief, irrevocably submit to the jurisdiction of such Courts and irrevocably waive any objection that either of them might have to such Courts being nominated as the forum to hear and determine any such action on a controversy relating to this Agreement and agree not to claim that any such Court is not a convenient or appropriate forum. Not only must any such action be brought in such Courts but any such action must also be continually maintained in such Courts. The Parties agree that such Courts have power under the law of California to

entertain any such action, that California is a reasonably convenient place for the trial of any such action, and that this choice of forum agreement was not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.**

15. NO PARTNERSHIP. This Agreement shall not create or be construed to create in any respect a partnership or other business association between the Parties.

16. NON-WAIVER; DUTY TO MITIGATE; NO THIRD PARTY BENEFICIARIES. No waiver by any Party of any of its rights with respect to the other Party or with respect to any matter or default arising in connection with this Agreement shall be construed as a waiver of any subsequent right, matter or default whether of a like kind or different nature. Any waiver shall be in writing signed by the waiving Party. Each Party agrees that it has a duty to mitigate damages. This Agreement is made and entered into for the sole protection and legal benefit of the Parties, and their permitted successors and assigns, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

17. FORCE MAJEURE. To the extent that either Party is prevented by an event of Force Majeure from carrying out, in whole or part, its obligations arising under the Agreement, the affected Party will be excused from the performance of its obligations under the Agreement to the extent prevented or delayed by such Force Majeure event, but only if: (i) the Party affected by such Force Majeure event gives written notice of the details of such Force Majeure event to the other Party within ten (10) business days after it knew, or should have known, of the effect of such Force Majeure event on its ability to perform its obligations hereunder; and (ii) the affected party uses commercially reasonable efforts, including the expenditure of money when necessary, to overcome, remedy, remove, or mitigate the effects of such Force Majeure event as soon as reasonably practical. "Force Majeure" means any event or circumstance: (a) that was not anticipated as of the Commencement Date; (b) that is not within the reasonable control of, or the result of the fault or negligence of, the Party claiming Force Majeure; and (c) which, by the

exercise of due diligence, the Party claiming Force Majeure is unable to overcome or avoid or cause to be avoided, after such Party has taken reasonable steps, including reasonable expenditures of money, to remedy the impact of the event or circumstance.

18. ENTIRE AGREEMENT; AMENDMENTS; CONSTRUCTION. This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement and supersedes any prior or contemporaneous agreements or representations affecting the same subject matter. Except for any matters which, in accordance with the express provisions of this Agreement, may be resolved by verbal agreement between the Parties, no amendment, modification or change to this Agreement shall be enforceable unless reduced to a writing specifically referencing this Agreement and executed by both Parties. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be used in interpretation of this Agreement.

19. COUNTERPARTS; SEVERABILITY. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument. Except as may otherwise be stated herein, any provision or section hereof that is declared or rendered unlawful or unenforceable by any applicable court of law or regulatory agency, or deemed unlawful or unenforceable because of a statutory change, will not otherwise affect the lawful obligations that arise under this Agreement. In the event any provision of this Agreement is declared unlawful or unenforceable, the Parties will promptly renegotiate to restore this Agreement as near as possible to its original intent and effect.

20. SURVIVAL. The obligations set forth in Sections 6.3, 7.3 and 8 of the Agreement and Addendum B Sections 2, 3, 4, 5, 7, 8, 12, 13, 14, and the limits of liability set forth in Section 6 will survive, in full force, the expiration or termination of this Agreement.

21. COMPLIANCE WITH APPLICABLE LAW. Each Party will perform its obligations under this Agreement in compliance with all applicable laws, ordinances and regulations and will obtain and maintain in full force and effect, any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder.

## ADDENDUM B DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings specified herein.

**“Advanced Biofuel”** means a renewable fuel derived from renewable biomass (except corn starch) that has lifecycle Greenhouse Gas emissions that are at least fifty percent (50%) less than the Baseline Lifecycle Greenhouse Gas emissions (as defined and set forth in the USEPA RFS program (40 C.F.R. § 80.1401 [2012])).

**“Affidavit”** means an affidavit substantially in the form attached to this Agreement as Addendum C.

**“Affiliate”** means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. The term “control” (including correlative terms such as “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**“Agreement”** means this Renewable Natural Gas Supply Agreement, including all Addenda attached hereto, as the same may be modified, amended or supplemented from time to time in accordance with the terms hereof.

**“Bankruptcy Proceeding”** means with respect to a Party or another entity, such Party (a) makes an assignment or any general arrangement for the benefit of creditors, (b) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it, (c) otherwise becomes bankrupt or insolvent (however evidenced), or (d) is unable to pay its debts as they fall due.

**“Brown Gas LCFS Credits”** means LCFS Credits generated under the LCFS from the use of compressed natural gas (non-renewable) (“Brown Gas”) as a vehicle fuel pursuant to the applicable CARB pathways to the District Stations.

**“Business Day”** means any day on which the Federal Reserve member banks in New York City are open for business. A Business Day shall run from 8:00 a.m. to 5:00 p.m. Central Prevailing Time.

**“CARB”** means the California Air Resources Board or its successor agency.

**“Cellulosic Biofuel”** means a renewable fuel derived from any cellulose, hemi-cellulose or lignin that has lifecycle Greenhouse Gas emissions that are at least sixty percent (60%) less than the Baseline Lifecycle Greenhouse Gas emissions (as defined and set forth in the USEPA RFS program (40 C.F.R. § 80.1401 [2012])).

**“Carbon Intensity” or “CI”** means the amount of lifecycle greenhouse gas emissions per unit of energy of fuel expressed in grams of carbon dioxide equivalent per Megajoule (gCO<sub>2e</sub>/MJ).

**“CI Score”** means the carbon intensity score determined by CARB and assigned to the natural gas derived and processed from a certain feedstock.

**“Claims”** has the meaning set forth in Section 6 of Addendum.

**“CNG”** means compressed natural gas.

**“Commencement Date”** has the meaning set forth in Section 4 of this Agreement.

**“District”** has the meaning set forth in the introductory paragraph of this Agreement.

**“District Indemnitees”** has the meaning set forth in Section 5(b) of Addendum A.

**“District Station”** has the meaning set forth in Section 3 of this Agreement.

**“D3 RIN”** means a Renewable Identification Number (“RIN”) issued by the EPA for and attributable to a Cellulosic Biofuel for which the Feedstock of District’s Station and associated pathways have been verified by a registered independent third-party auditor using a Quality Assurance Plan that has been approved under 40 C.F.R. 80.1469(c) following the audit process described in 40 C.F.R. 80.1472.

**“Defaulting Party”** has the meaning set forth in Section 4(a) of Addendum A.  
**“Effective Date”** has the meaning set forth in the introductory paragraph of this Agreement.

**“EPA”** means the United States Environmental Protection Agency.

**“Event of Default”** has the meaning set forth in Section 4(a) of Addendum A.

**“GGE”** means Gasoline Gallon Equivalent; one GGE is equal to 125 cubic feet of compressed natural gas at low temperature pressure or 125,000 BTUs.

**“Guaranteed Capacity”** has the meaning set forth in Section 6.2 of this Agreement.

**“Initial Term”** has the meaning set forth in Section 5 of this Agreement.

**“LCFS” or “Low Carbon Fuel Standard”** means the California Air Resources Board Low Carbon Fuel Standard set forth in the California Code of Regulations at Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, §§95480 – 95497, as amended from time to time.

**“LCFS Credits”** means credits generated under the LCFS, with each credit equal to one metric ton of Carbon Dioxide (CO<sub>2</sub>) reductions as compared to baseline CO<sub>2</sub> emissions for diesel fuel under the LCFS.

**“Non-Defaulting Party”** has the meaning set forth in Section 4(b) of Addendum A.

**“OPIS Index”** means the Oil Price Information Service Index.

**“Party” and “Parties”** have the meaning set forth in the introductory paragraph of this Agreement.

**“Person”** means any Party, individual, partnership, corporation, association, limited liability company, business trust, government or political subdivision thereof, governmental agency or other entity.

**“Plant(s)”** means a facility(ies) operated by U.S. Gain, or a third party designated by U.S. Gain, which produces a Cellulosic Biofuel, with approved pathways by the United States Environmental Protection Agency to the District Stations.

**“Quarterly Capacity Notice”** has the meaning set forth in Section 6.3 of this Agreement.

**“Quarterly Utilized Capacity”** has the meaning set forth in Section 6.3 of this Agreement.

**“Renewal Term”** has the meaning set forth in Section 5 of this Agreement.

**“RFS Program”** means the Renewable Fuel Standard Program under the Energy Policy Act of 2005 and the Energy Independence and Security Act of 2007 and all implementing regulations, including without limitation, 40 C.F.R. Part 80, Subpart M.

**“RIN”** means a Renewable Identification Number generated pursuant to the RFS Program.

**“RNG LCFS Credits”** means LCFS Credits generated under the LCFS from the use of compressed natural gas, derived and processed from Cellulosic Biofuel or Advanced Biofuel, as a vehicle fuel pursuant to the applicable CARB pathways to the District Stations.

**“Term”** has the meaning set forth in Section 5 of this Agreement.

**“Term Quarter”** means a consecutive three (3) month period during the Term of this Agreement beginning on the Commencement Date.

**“Termination Payment”** means the net amount of (a) any amounts due and owing from District to U.S. Gain pursuant to this Agreement as of the date of the termination of this Agreement pursuant to Section 4(b) of Addendum A and (b) any amounts due and owing from U.S. Gain to District pursuant to this Agreement as of the date of the termination of this Agreement pursuant to Section 4(b) of Addendum A.

**“U.S. Gain”** has the meaning set forth in the introductory paragraph of this Agreement.

**“U.S. Gain Indemnitees”** has the meaning set forth in Section 5(a) of Addendum A.

**ADDENDUM C  
Form Quarterly Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, under penalty of perjury, attests to the following:

I, \_\_\_\_\_, currently serve as \_\_\_\_\_ of \_\_\_\_\_, ("Dispenser"), a \_\_\_\_\_, located at \_\_\_\_\_;

In this capacity I oversee the purchase and transportation of natural gas and biogas for Dispenser;

Dispenser took title to biogas as defined in 40 CFR 80.1401 from U.S. Venture, Inc. ("Marketer") which was produced at one of Marketer's EPA-approved facilities in the period between \_\_\_\_\_ and \_\_\_\_\_;

The biogas described above was purchased and dispensed for use as transportation fuel by Dispenser in accordance with the schedule below:

Biogas Activities by Dispenser	MMBtu (HHV)
Purchased from Marketer:	0
Dispensed for Use as Transportation Fuel as CNG:	0

Dispenser has not asserted, and will not assert, any environmental credit or attribute associated with the biogas referenced herein, including, without limitation, RINs and LCFS Credits.

DATED THIS \_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

[Name] \_\_\_\_\_  
[Title] \_\_\_\_\_

\_\_\_\_\_  
[District] \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ appeared before me \_\_\_\_\_, personally known to me to be the person described herein and who has signed this Affidavit and acknowledged that he/she signed the Affidavit freely and voluntarily for the purposes and uses herein described.

In witness hereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

seal)

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
Name Printed

My commission expires: \_\_\_\_\_